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FIRST AMENDMENT TO PAID UP OIL, GAS AND MINERAL LEASE

This First Amendment to Paid Up Oil, Gas and Mineral Lease (this "Amendment") is made effective as of April 15, 2003 (the "Effective Date") and is by and between XTO Energy Inc. ("Lessee") and Estate of Varner Beall Bell Warner ("Lessor" whether one or more).

RECITALS

WHEREAS, Estate of Varner B. Warner a/k/a Varner Beall Bell, Deceased ("Original Lessor") and Wesley C. Herndon ("Original Lessee") entered into that certain Paid Up Oil, Gas and Mineral Lease dated March 26, 2003, recorded in Volume 16656 Page 174 of the Deed Records of Tarrant County, Texas (the "Lease"), covering real property located in Tarrant County, Texas, as more particularly described in the Lease (the "Leased Premises");

WHEREAS, the Lease and all rights thereunder are now owned and held by Lessee, as the successor in interest to Original Lessee under the terms of the Lease;

WHEREAS, the Leased Premises includes a certain 22.735 acre tract of land which is depicted on the survey attached hereto as Exhibit "A" and legally described by metes and bounds on Exhibit "B" attached hereto (the "Disputed Tract");

WHEREAS, Ron G. Crabtree, Anne F. Crabtree, and Bryan J. Pennebaker (the "Adjacent Landowners") claimed an interest in the Disputed Tract and as a result the Original Lessee entered into a lease with the Adjacent Landowners covering the Disputed Tract;

WHEREAS, Lessor and the Adjacent Landowners were involved in a lawsuit over the mineral estate in the Disputed Tract styled Cause No. 342-219889-06; *KHM Enterprises, Ltd., The Estate of Varner Beall Bell Warner, Betty Beall Jordan, Camilla T. Scanlan, Deborah Capera Ryan, Patricia Elizabeth Ryan, Robert Willing Ryan, Patricia Van Zandt, Caroline T. Jackson, Frank Beall Ryan, and Anne McLean v. Ron G. Crabtree and Wife, Anne F. Crabtree, and Bryan J. Pennebaker* which is filed in the 342nd Judicial District Court of Tarrant County,

Texas (the "Litigation");

WHEREAS, Lessor and Adjacent Landowners fully and finally settled all matters in controversy between them subject to the Litigation and pursuant to the agreement will request that the judge presiding in the Litigation enter an Agreed Final Judgment which will then be recorded in the Official Public Records of Tarrant County, Texas;; and

WHEREAS, Lessor and Lessee now desire to amend the Lease as to Lessor's undivided interest in the Disputed Tract only effective as of the Effective Date pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants of the agreements contained herein and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by each of the parties hereto, Lessor and Lessee hereby amend the Lease as follows:

1. As of the Effective Date, the royalty on oil and gas to be paid pursuant to the Lease attributable to the Disputed Tract only shall be one-quarter (1/4) instead of 3/16ths. This one-quarter (1/4) royalty shall be paid on all production both historical and future as if the royalty paid on the Disputed Tract was always one-quarter (1/4). It is acknowledged that Lessor owns an undivided interest in the Disputed Tract and that the proportionate reduction clause in paragraph 10 of the Lease operates to reduce the royalty proportionately to Lessor's undivided interest.
2. Lessee hereby waives any claim under the Lease related to any title representation or warranty as to the Disputed Tract as a result of the claims made by the Adjacent Landowners to the Disputed Tract and hereby releases Lessor and Lessor's predecessors in title who may have signed the Lease, of and from any such claim to recover any portion of any bonus payment made or any damages for failure of title

related to any part of the Disputed Tract.

3. Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amended by this First Amendment of Paid Up Oil, Gas and Mineral Lease, and for the same consideration, Lessor does hereby lease, grant, demise, and let the lands covered by the Lease, unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended hereby. Except as amended by this First Amendment of Paid Up Oil, Gas and Mineral Lease, the Lease is and remains in full force and effect as originally written.

This Amendment is executed this the 29th day of October, 2008, but shall be effective for all purposes as of the Effective Date.

LESSOR:

**ESTATE OF VARNER BEALL BELL
WARNER**

By: 

Name: John R. Bell

Title: Co-Executor of Varner Beall Bell/Warner Estate

LESSEE:

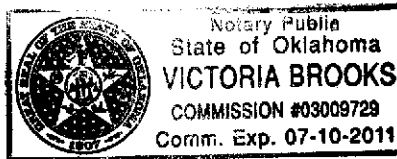
XTO Energy, Inc.

By:  *ESR*

Name: _____

Title: Edwin S. Ryan, Sr. VP-Land Administration

STATE OF Oklahoma §
COUNTY OF Rogers §

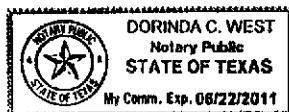


This document was acknowledged before me on the 29th day of October, 2008
by John R. Bell, an authorized representative for the Estate of Varner Beall
Bell Warner.

Victoria Brooks
Notary Public, State of Oklahoma

STATE OF TEXAS §
COUNTY OF TARRANT §

This document was acknowledged before me on the 12th day of December,
2008 by Edwin S. Ryan, Sr. VP-Land Administration, an authorized representative of XTO Energy, Inc.



Dorinda C. West
Notary Public, State of Texas

After recording, return to:
Hunter T. McLean
Whitaker Chalk Swindle & Sawyer, LLP
301 Commerce St., Ste. 3500
Fort Worth, TX 71603-4186

EXHIBIT "A"

POINT OF BEGINNING

1. The Bearings for this exhibit are based on the west line of a tract described in deed to Citicarp Incorporated, recorded in Volume 12436, Page 1457, D.R.T.C.T.

2. A meets and bounds description of even survey date accompanies this description.

LEGEND

●	IRON ROD FND.
X	IN CONC.
○	CAPPED I.R. SET
▲	R.O.W. MON. FND.

N0°10'00"E 1,722.35'

23.613 ACRES
CITICARP, INC.
VOL. 12436, PG. 1457
D.R.T.C.T.

A.F. ALBRIGHT SURVEY, ABSTRACT NO. 1849

INTERSTATE LOOP 820
ACCESS ROAD

22.735 ACRES
STATE OF TEXAS
VOL. 5304, PG. 214
D.R.T.C.T.

BUSINESS HIGHWAY NO. 287

L=1,439.74'
Δ=28°47'41" R=2,864.79'

SCALE 1" = 200'

N0°10'00"E

251.45'

N46°00'41"E
233.63'

L=244.05'
R=587.20'

N14°31'57"E
209.73'

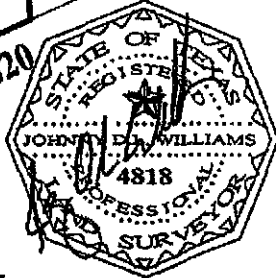
Δ=31°51'26" R=845.20'
L=469.94'

N46°21'00"E
310.72'

L=556.43'
Δ=17°54'08" R=1,780.86'

S65°30'36"W
1,224.44'

INTERSTATE LOOP 820



DATE: 10/17/2007

WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 560-2916

LINE TABLE		
Id	Bearing	Distance
L1	N89°57'00"E	181.19'
L2	S25°17'00"W	71.96'
L3	N64°17'00"E	66.37'
L4	N28°43'00"E	64.49'

PAGE 3 OF 3

Job #: 07-165

EXHIBIT

A

NEW F:\PCS04124 ALBRIGHT SURVEY 05-1081 06-05507-165 ROWEXHIBIT.PCS

BEING a 22.735 acre tract of land situated in the A. F. Albright Survey, Abstract No. 1849, Tarrant County, Texas and being a portion of that certain tract of land described in deed to the State of Texas, recorded in Volume 5304, Page 214, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the west line of said Citicarp Tract, recorded in Volume 12436, Page 1457, Deed Records, Tarrant County, Texas. Said 22.735 acre tract being described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the northwest corner of said State of Texas tract, being in the westerly right of way line of Interstate Loop 820;

THENCE North 89°57'00" East, departing the westerly right of way line of said Interstate Loop 820 and continuing along the north line of said State of Texas tract, a distance of 181.19 Feet;

THENCE departing the said north line and continuing over and across said State of Texas tract the following courses and distances:

South 25°17'00" West, a distance of 71.96 Feet to the point of curvature of a non-tangent curve, concave to the east, having a radius of 2864.79 Feet a central angle of 28°47'41", and a chord of 1424.64 Feet bearing South 10°08'38" West;

Southwesterly along said curve, a distance of 1439.74 Feet;

South 65°30'36" West, a distance of 1224.44 Feet;

North 0°10'00" East, a distance of 251.45 Feet to the westerly line of said State of Texas tract and the westerly right of way line of said Interstate Loop 820;

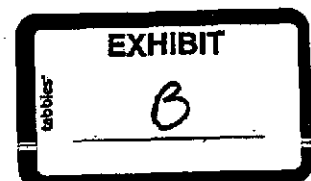
THENCE continuing along the westerly line of said State of Texas tract and the westerly right of way line of said Interstate Loop 820 the following courses and distances:

North 64°17'00" East, a distance of 66.37 Feet;

North 46°00'41" East, a distance of 233.63 Feet to the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 587.20 Feet a central angle of 23°48'48", and a chord of 242.30 Feet bearing South 26°17'37" West;

Northeasterly along said curve, a distance of 244.05 Feet;

North 14°31'57" East, a distance of 209.73 Feet to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 845.20 Feet a central angle of 31°51'26", and a chord of 463.91 Feet bearing South 30°20'02" West;



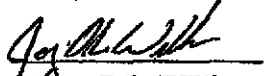
Northerly along said curve, a distance of 469.94 Feet;

North $46^{\circ}21'00''$ East, a distance of 310.72 Feet to the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 1780.86 Feet a central angle of $17^{\circ}54'08''$, and a chord of 554.17 Feet bearing South $37^{\circ}19'45''$ West;

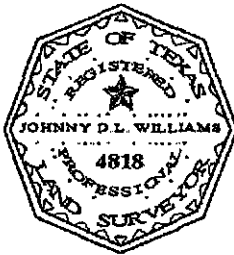
Northeasterly along said curve, a distance of 556.43 Feet;

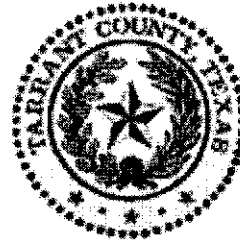
North $28^{\circ}43'00''$ East, a distance of 64.49 Feet to the POINT OF BEGINNING; and containing a computed area of 22.735 Acres, more or less.

Compiled from field ties and record data on October 17, 2007, by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.



Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818





HUNTER T MCLEAN
WHITAKER CHALK SWINDLE & SAWYER
301 COMMERCE ST STE 3500
FORT WORTH TX 71603

Submitter: WHITAKER CHALK SWINDLE & SAWYER

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 02/11/2009 12:44 PM
Instrument #: D209036889
OPR 8 PGS \$40.00

By: M



D209036889

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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